UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

WILLIAM E. KANTZ, JR,	)	
Plaintiff,	)	**No. 3:17-cv-00051**
	)	**Removed from the Chancery**
v.	)	**Court of Davidson County**
	)	
BANK OF AMERICA, NA	)	**Case No. 16-1322-II**
Defendant.	)	

MR. KANTZ'S REPLY TO RESPONSE TO MOTION FOR LEAVE TO INSPECT DOCUMENTS

Plaintiff, William Kantz, by and through counsel, replies to Bank of America's ("BOA") Response to his Motion to Inspect Documents as follows:

Bank of America's entire argument is premised upon Bank of America's counsel's statement of the facts. It is not based on actual facts, or even provable facts, but merely counsel's self-serving statements which are not evidence. This is more outrageous as BOA's counsel does not represent Freddie Mac. BOA is simply making up facts to assert for another entity.

There are only two (2) documents the Court needs to look at to know who is the Holder of Mr. Kantz mortgage. These two (2) documents was prepared by the Holder and recorded by the Holder in the Davidson County Register of Deeds. On not just one, but on two (2) occasions Bank of America represented to the Mr. Kantz and the world it was the Holder of the note.

Attached are the two (2) Substitute Trustee's Deed Bank of America recorded. As stated in his supplement to the April 10, 2017 hearing, the Substitute Trustee's Deeds contain identical language.

The last sentence of the first paragraph of both Substitute Trustee's Deeds state:

> ... to secure the payment of a certain indebtedness described in the Deed of Trust including, without limitation, that evidenced by a certain promissory note executed on December 20, 2007, (the "Note"), **which obligation is presently held by Bank of America, NA; and,**
>
> (Exhibit A & B, bold added).

At the April 10, 2017 hearing and in its response BOA's counsel conveniently claims Freddie Mac currently owned the Note. This must be in addition to owning the property because the first paragraphs of both Substitute Trustee's Deeds state on page 2 states:

> NOW, THEREFORE, Rubin Lublin TN, PLLC, Substitute Trustee as aforesaid, in consideration of the promises and the sum of Three Hundred Ninety Eight Thousand, One Hundred and Twenty Six and 15/100 ($398.126.15) to me in hand paid, the receipt of which is hereby acknowledged, by these presents to do transfer and convey under **FEDREAL HOME LOAN MORTGAGE CORPORATION** ("Grantee"), its successors and assigns, all of its right, title and interest in and to the Property, the following described real estate and improvements located thereon.
>
> (Exhibit A & B, underline added, bold in original).

If Freddie Mac *now* owns the Note, as repeatedly claimed by BOA's counsel, then the Note's transfer must have occurred **after** the August 26, 2017 foreclosure sale. BOA should be in possession of its own document transferring the Note and Deed of Trust since it was the Note holder / owner prior to the sale.

In its reply, BOA *claims* Freddie Mac purchased the Note in 2008. No proof is provided of course, and BOA relies once again entirely upon the statements of its own counsel. This is how BOA operates. It never provides actual proof of anything.

BOA provides the Court with a fine dissertation on the secondary mortgage market and the use of credit bids and foreclosure sale. What it does not do is provide on iota of proof any of its counsel's assertions are true.

Overlook by BOA is Mr. Kantz absolute right under Tennessee law to inspect his Note. This concept, referred to as "presentment," is often waived in mortgage documentation. However, in Mr. Kantz's case, it specifically was not waived. Mr. Kantz Note states in Paragraph 9 (Waivers):

> I and any other person who has obligations under this Note waive the right to Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due…
>
> (Exhibit C)

Accordingly, under Tennessee law, the Note Holder, whether it be Bank of America as represented in the two (2) Substitute Trustee's Deeds, or Freddie Mac as repeatedly represented by BOA's Counsel, Mr. Kantz is entitled to require the Note Holder to produce the document before any payments is made. The "Presentment" in the Note simply waves the requirement BOA request payment each month from Mr. Kantz.

And lastly, BOA relies upon its own letter (sent by another counsel) dated September 16, 2014 to support its claim that Freddie Mac owns the Note. It may very well be true that on September 16, 2014, seven (7) months after the faked February 20, 2014 sale, and two (2) weeks after the suspicious August 26, 2014 sale, that the Holder of the Note (Bank of America) transferred the Note to Freddie Mac. This would make the September 16, 2014 letter accurate, but has no effect on the ownership weeks and months prior.

If Mr. Kantz's Note was actually signed "in blank" then it should say so on its face. The Note Holder has an obligation to produce the Note and Deed of Trust to Mr. Kantz, and the should not be allowed to hide behind their own counsel's self-serving assertions to refuse. This Court should take judicial notice of the serial deception, stalling, and delaying surrounding a simple request for a payoff and inspection of the Note. Mr. Kantz does not want to have to file a separate lawsuit to inspect his Note, but that appears to be what BOA and Freddie Mac want.

The reason is simple, the ink on any "in blank" endorsement is possibly still wet presuming BOA even knows where the Note is located.

Therefore, Mr. Kantz seeks to inspect and copy his Note, Deed of Trust and any document purporting to transfer the deficiency Note from Bank of America to Freddie Mac, and for any relief the Court deems proper.

Respectfully submitted:

___/s/__James D. R. Roberts, Jr.__
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CERTIFICATE OF SERVICE

I hereby certify a true and accurate copy of the forgoing has been sent by ECF to:

Ms. Heather Wright / Mr. Brian Epling
Bradly Arant Boult Cummings
1600 Division Street, Suite 700
Nashville, Tennessee 37203-0025

On this the 9th day of May, 2017.

___/s/__James D. R. Roberts, Jr.__
JAMES D. R. ROBERTS, JR.